

**General Terms and Conditions for Events**  
**Last updated 2 June 2021**

I. Scope

- 1) These terms and conditions apply to agreements to hire conference, banquet and other event rooms at the hotel for the purpose of holding events such as conferences, banquets, seminars, conventions, exhibitions, trade fairs etc. (hereinafter "Event Rooms") and to all other associated services provided by the hotel.
- 2) Differing terms shall not apply, unless they are expressly acknowledged by the hotel in writing.

II. Conclusion of contract, parties

- 1) An event agreement (hereinafter "Contract") is formed when the hirer accepts the offer submitted by the hotel. The parties to the Contract are the hotel operator and the hirer. If the hirer enters into the Contract on behalf of a third party, then the third party and not the hirer will be party to the Contract with the hotel. The hirer must specifically advise the hotel that it is acting on behalf of a third party prior to concluding the Contract and must provide the hotel with the name and address of the actual contracting party.
- 2) Any subletting of the hired Event Rooms or any other hired property or their use for job interviews, sales events or similar events is subject to the hotel's prior written consent.
- 3) In all cases, the contracting party is required to impose the general duties contained in this Contract or these general terms and conditions on any third parties to whom the Event Rooms are made available, and to notify such third parties of the general duties of care that exist under hire arrangements, particularly the duty to treat the Event Rooms with care.

III. Services, prices, payment, set-off

- 1) The hotel has an obligation to provide the ordered and promised services in accordance with these general terms and conditions.
- 2) The contracting party has an obligation to pay the agreed or applicable prices for the agreed goods and services and other goods and services received. This also applies to goods and services (including additional services such as food and drink catering, telephone calls etc.) provided to the persons staying at the hotel on the basis of this Contract and/or participating in the event.
- 3) The agreed prices include value added tax at the applicable statutory rate. If the period between conclusion of the Contract and commencement of the event exceeds four months and if, during such period, the statutory rate of value added tax or local taxes and duties, if any, are increased, or new local taxes and duties are introduced, the hotel reserves the right to increase the agreed prices by the amount by which the applicable value added tax or local taxes or duties have increased, or by the amount of the newly introduced local taxes and duties.
- 4) Unless agreed otherwise, if the Contract specifies a fixed conference rate, this rate applies per day of the event and per participant.

- 5) Invoices issued by the hotel are generally payable within ten days of receipt thereof by the contracting party. If the hotel and the contracting party have agreed on a due date for payment and the event organiser fails to pay by the due date or is in arrears with other payments due to the hotel, the hotel may demand the immediate payment of all outstanding amounts. The hotel may charge interest at a rate of 8% p.a. in the event of late payment. At the latest, the contracting party shall be deemed in default if they fail to make payment within 30 days of the due date and receipt of an invoice. The foregoing only applies to contracting parties classified as consumers if express reference is made to these consequences in the invoice. The hotel may charge a late payment fee of EUR 5.00 for each overdue notice issued after the contracting party's default.
- 6) The hotel may require the contracting party to pay a reasonable amount upfront or a security deposit in the form of a down payment or similar at the time of concluding the Contract. The amount of the upfront payment and the payment deadlines may be agreed in the Contract. The hotel may also require a reasonable upfront payment or security deposit at the beginning or during the contracting party's stay, unless such a payment has already been made in accordance with sentence 1 of this subsection.
- 7) The contracting party may only offset counter-claims or exercise a right to withhold payment against claims on the part of the hotel if the contracting party's counter-claims are undisputed or are established as final and binding.

#### IV. Rescission by the contracting party, cancellation

- 1) Subject to any contractual provision to the contrary, the hotel grants the contracting party the right to rescind the Contract at any time. The following terms apply:
  - a) In the event that a contracting party cancels their booking, the hotel may claim reasonable compensation.
  - b) The hotel may, at its discretion, demand payment of a flat cancellation fee by the contracting party instead of compensation calculated in the specific case. In the event of rescission up to 60 days prior to the event, the flat cancellation fee amounts to 50% of the contractually agreed amount for the event, particularly for the hire of the event rooms, hotel rooms and the provision of food and drink. In the event of rescission within 60 days of the event, the flat cancellation fee amounts to 80% of the contractually agreed amount for the event, particularly for the hire of the event rooms, hotel rooms and the provision of food and drink. The contractually agreed amount is calculated based on the agreed number of event participants. If no amount has yet been contractually agreed for food and drink, the flat cancellation fee shall be based on the cheapest three-course menu offered for events at that time. For the purpose of calculating compensation for loss of drink sales, 30% of total food sales will be deemed attributable to drink sales, and 80% of that amount will be charged as compensation for loss of drink sales. The contracting party is entitled to furnish proof that the hotel did not suffer any loss or that the loss suffered by the hotel is lower than the flat cancellation fee charged.
  - c) Where the hotel calculates the amount of compensation payable in the specific case, the compensation shall be limited to the contractually agreed price for the service to be provided by the hotel, less the expenditure saved by the hotel and the value of any benefit gained by the hotel as a result of the alternative use of its services.
- 2) The above provisions on compensation apply *mutatis mutandis* if the contracting party does not use the booked services and has not given the hotel timely notice thereof.
- 3) If the hotel has granted the contracting party the option to rescind the Contract within a certain period without any further legal consequences, the hotel is not entitled to claim compensation. The timeliness of the customer's notice of rescission depends on when it is received by the hotel. The

contracting party must give notice of rescission in writing.

#### V. Rescission by the hotel

- 1) If and to the extent that a right of rescission without penalty has been agreed to in writing in accordance with clause IV (3), the hotel may itself rescind the Contract within the period agreed for exercise of the right of rescission if the hotel has received enquiries from third parties about the rooms booked by the contracting party, it has informed the contracting party of the situation, and the contracting party does not, in response to the hotel's enquiry, waive the right of rescission to which the contracting party is entitled.
- 2) The hotel is also entitled to rescind the Contract if an agreed or required upfront payment or security deposit is not paid even after a grace period set by the hotel has elapsed.
- 3) The hotel is also entitled to rescind the Contract for cause (*aus wichtigem Grund*), particularly if and to the extent that:
  - force majeure or other circumstances for which the hotel is not responsible render performance of the Contract impossible, delay performance or render performance unreasonably difficult for the hotel. Force majeure includes, for example, all kinds of disruptions to operations, fires, natural disasters, epidemics, pandemics, weather conditions, floods, war, uprisings, terrorism, strikes, periodic lockouts, staff shortages, delays with any necessary regulatory approvals, measures taken by regulatory/statutory authorities;
  - Event Rooms were booked on the basis of false or misleading information about key facts, for example the identity of the contracting party or the purpose of the booking;
  - the hotel has legitimate reason to believe that use of the hotel's services could endanger the smooth operation, security or public image of the hotel, without this falling within the hotel's control or sphere of organisation;
  - the hotel becomes aware of facts indicating that the contracting party's financial situation has substantially deteriorated since conclusion of the Contract, in particular if the contracting party fails to settle payments due to the hotel or fails to provide an adequate security deposit, and the hotel's claims for payment would therefore appear to be at risk;
  - the contracting party has filed for insolvency or discontinued making payments;
  - insolvency proceedings are opened in respect of the contracting party's assets or such proceedings are dismissed for lack of assets;
  - as a result of renovations or alterations to the hotel building (i) the Event Rooms booked or other areas of the hotel building and/or (ii) more than 20% of the public areas of the hotel building (particularly including the lobby, reception, restaurant, gym rooms or conference rooms) and/or (iii) more than 20% of the hotel's rooms are unavailable;
  - unauthorised subletting as described in clause II (2) has occurred.
- 4) In all cases in which the hotel rescinds the Contract, the contracting party shall not be entitled to claim compensation of any kind.

#### VI. Changes to the number of participants and the timing of the event

- 1) The contracting party is required to notify the hotel of the expected number of participants at the time of concluding the Contract. Any change to the number of participants by more than 5% is always subject to the hotel's consent.
- 2) It is not necessary to notify the hotel in advance if there is a reduction in the number of participants by 5% or less (if the number of event participants is approximate, the absolute figure specified applies). The hotel will take the reduction into account in the invoice.
- 3) For the purpose of charging for services which the hotel provides on the basis of the number of

persons registered (e.g. hotel rooms, food and drink), the actual number of people will be calculated if there is an increase in the registered and contractually agreed number of participants. If there is a reduction in the contractually agreed number of participants by more than 5%, the hotel may charge for the contractually agreed number of participants, less 5%.

- 4) If there is a reduction in the number of participants by more than 5% compared to the agreed number of participants (if the number of event participants is approximate, the absolute figure specified applies), the contracting party must notify the events department of the hotel in writing at least five working days prior to commencement of the event. If the hotel does not agree in writing to the reduced number of participants, for the purpose of billing it will charge for the agreed number of participants, less 5%.
- 5) If there is a reduction in the number of participants by more than 10%, clause VI (4) shall apply *mutatis mutandis*, subject to the proviso that the hotel is also entitled to reasonably increase the agreed prices. In such a case, the hotel is also entitled to exchange the agreed rooms for other suitable rooms, unless this would be unreasonable for the contracting party.
- 6) If the agreed start and/or finish times for the event are postponed without the hotel's prior approval, the hotel may invoice the contracting party for the reasonable additional expenses associated with providing staff and equipment, unless the hotel was responsible for the postponement.

#### VII. Bringing food and drink to events

The contracting party may only bring food and drink to events if the hotel has given prior written consent. Such consent may be made dependent on the payment of a contribution towards overhead costs.

#### VIII. Conduct of the event

- 1) If the hotel procures technical and other equipment from third parties for and at the behest of the contracting party, the hotel acts in the name and for the account of the contracting party. The contracting party is liable for ensuring that the technical and other equipment is treated with care and is properly returned. The contracting party indemnifies the hotel against all third party claims arising from the procurement and provision of this equipment.
- 2) The contracting party's use of its own electrical and other technical equipment using the hotel's power supply and other wiring systems/networks is subject to the hotel's prior written approval. If, as a consequence of connecting the event organiser's equipment, the hotel's equipment remains unused, the hotel may make its approval dependent on the payment of an idle equipment fee (*Ausfallvergütung*)  
The contracting party shall be liable for any disruptions or damage to the hotel's wiring systems/networks and other equipment caused by the use of its own equipment, unless the hotel was responsible for the disruption or damage. The hotel may charge separately in the form of a reasonable flat fee for the energy costs resulting from the use of the contracting party's own equipment.

- 3) The hotel's prior written approval is required in order for the contracting party to use its own telephone, fax and other communications equipment. The hotel may make its approval dependent on the payment of a connection fee.
- 4) The hotel will endeavour to promptly resolve problems with the technical and other equipment provided by the hotel, subject to the contracting reporting the problem without undue delay. The contracting party may not withhold or reduce payments if the hotel was not responsible for the problem.
- 5) The contracting party must obtain, at its own expense, all of the regulatory approvals that may be necessary for conducting the event. The contracting party is required to comply with regularly approvals and all other public law requirements in connection with the event. Where the contracting party delegates the provision of services in connection with the event to third parties, the contracting party must monitor compliance with all relevant occupational health and safety requirements.
- 6) The engagement of an external security firm is subject to the hotel's prior written consent.
- 7) The contracting party is independently responsible for arranging the necessary formalities and for the payment of fees for music performances and similar with the responsible agencies (e.g. GEMA).
- 8) The contracting party may only use the hotel's name in connection with promoting the event if it has obtained the hotel's prior written consent.

IX. Items brought on site

- 1) If the contracting party brings exhibition or other items to the Event Rooms or the hotel, including personal items, it does so at its own risk.
- 2) Decorations brought on site must comply with applicable fire safety regulations. The hotel may require that official approval be provided. If approval is not provided, the hotel may remove any material already brought on site at the contracting party's expense. Due to the potential for damage, the setting up and affixing of decorations and similar material must be agreed with the hotel in advance.
- 3) Exhibition and other items brought on site must be removed from the Event Rooms without undue delay after the event finishes and may not be left in other publicly accessible areas of the hotel, even temporarily. If the event organiser fails to remove them, the hotel may remove and store the items at the risk and expense of the contracting party. If the items are left in the event room, the hotel may charge the agreed room hire fee for the period the items remain there. The contracting party remains entitled to furnish proof that the loss suffered by the hotel was lower, and the hotel remains entitled to furnish proof that the loss suffered was greater.

X. Liability and other obligations of the contracting party

- 1) The event organiser is liable for all damage to the hotel building, fixtures and fittings caused by the contracting party, event participants, visitors to the event, employees of the contracting party, legal representatives of the contracting party, agents for which the contracting party is vicariously liable or third parties associated with the contracting party.

- 2) The contracting party must ensure that all waste is properly disposed of in accordance with the applicable statutory provisions governing the separation and other treatment of waste. If, contrary to the foregoing, the event organiser leaves waste on site, the hotel may charge the contracting party for the costs of proper waste disposal and the costs of any associated special cleaning of the rooms.
- 3) The hotel may require the contracting party to provide reasonable security (e.g. insurance, bond, guarantee etc.) to protect against any claims based on damage.

XI. Liability of the hotel, limitations period

- 1) If the services provided by the hotel are deficient or service disruptions occur, the contracting party must report the problem without undue delay after becoming aware of it. The hotel will endeavour to remedy the problem. If the contracting party fails to report a problem through its own fault, no claim for a reduction of the contractually agreed fee shall be available.
- 2) The hotel's liability shall be governed by the applicable statutory provisions if it acts with intent or gross negligence, in the case of claims based on the fraudulent concealment of a defect, in the case of warranty claims and in the event of loss of life, bodily injury or injury to health.
- 3) Subject to clause XI (2), the hotel shall only be liable for ordinary negligence if a material contractual obligation is breached. In this context, "material contractual obligations" refer to obligations that must be fulfilled in order for the Contract to be properly performed in the first place, which the contracting party may reasonably expect to be complied with and which, if breached, put attainment of the purpose of the contract at risk. In such cases, liability is limited to the loss or damage that was reasonably foreseeable at the time of concluding the Contract. In all other cases, the hotel's liability for ordinary negligence is excluded.
- 4) The hotel's liability for property brought to the hotel by the contracting party shall be governed by the applicable statutory provisions, in other words the hotel shall be liable for 100 times the price of the accommodation up to a maximum of EUR 3,500. Such liability is limited to EUR 800 for valuables (cash, jewellery, securities etc.). The hotel recommends that customers avail themselves of the option to store their valuables in the room safe or central hotel safe.
- 5) The above limitations of liability apply to all damages claims regardless of their legal basis, including claims in tort.
- 6) Messages, mail and deliveries for the contracting party are handled with the customary degree of care. The hotel will deliver and store them and, if expressly requested, forward them for a fee, which it will also do for lost property on request. However, if the hotel fails to carry out this service or carries it out poorly, damages claims are excluded, unless the hotel acted with intent or gross negligence. The hotel will hold the aforementioned items for no longer than one month, after which it may hand them over to the local lost property office subject to a reasonable fee.
- 7) If the contracting party makes use of a parking space in the hotel garage or the hotel car park, with or without charge, this is independent of the Contract to hire the Event Rooms and is governed by a separate contractual relationship with the operator of the parking facility.

- 8) Subject to any shorter limitations period prescribed by law, claims on the part of the contracting party for the hotel's failure to execute or poor execution of a service or claims based on the hotel's liability for other reasons shall become time-barred no later than two years from the date on which the contracting party became aware of the loss or damage, or three years from the date that the loss or damage occurred, regardless of whether or not the contracting party was aware of it. The foregoing does not apply to liability for loss or damage arising from loss of life, bodily injury or injury to health or other loss or damage caused by an intentional or grossly negligent breach of duty by the hotel, a legal representative or agent for which the hotel is vicariously liable.

## XII. Miscellaneous

- 1) Amendments and supplements to the Contract to hire Event Rooms or these general terms and conditions are not valid unless executed in writing. The foregoing also applies to any amendments to this written form requirement. To meet the written form requirement within the meaning of these general terms and conditions, it is also sufficient for notices to be sent solely (i) by signed fax; or (ii) by e-mail, however a signed and scanned document must be attached to the e-mail. It is also sufficient if each party signs and sends the document intended for the other party.
- 2) The place of performance and payment is Düsseldorf.
- 3) If the contracting party is a person engaged in trade or commerce (*Kaufmann*) or a legal entity under public law (*juristische Person des öffentlichen Rechts*), the courts at the place of performance referred to in clause XII (2) shall have exclusive jurisdiction. The hotel may also bring actions and initiate other court proceedings at the contracting party's place of general jurisdiction.
- 4) The laws of the Federal Republic of Germany apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods.
- 5) If individual terms of the Contract or these general terms and conditions are or become invalid or void, this shall not affect the validity of the other terms. The statutory provisions shall otherwise apply.